

Invitation to Bid

Subject: KPC/2000/18 - Invitation to Bid for Procurement of Winter Boots for Kosovo Protection Corps (KPC) Members

Closing date: 9th November 2000

Dear Sir / Madam,

- (1) The United Nations Interim Administration in Kosovo/Civil Administration (UNMIK/CA), Department Civil Security and Emergency Preparedness hereby invites sealed bids from eligible suppliers for the supply of Winter Boots to be used by the KPC members according to the requirements stated in the following documents.
- (2) The Solicitation Documents include:
 - Section I: Instructions to bidders
 - Section II: Scope and Price Sheet
 - Section III: Bid Submission Form
 - Section IV: General Terms and Conditions
 - Section V: Special Conditions
- (3) Bids must be delivered to UNMIK/Civil Administration under the address below at or before 13:00 hours on 9th November 2000. Bids sent by fax or e-mail will be sealed immediately after receipt and kept under lock until the official bid opening, which is scheduled for 9th November 2000 at 14:00 hours. In any case, the original bid should be sent by mail or courier services and reach this office not later than 10 days after the deadline for submission.
- (4) Further information can be obtained from UNMIK/Civil Administration under the address below.

Yours sincerely,

Consignee:	
Total Pages	

Section I

Instructions to bidders

A. Cost of bid

1. The bidder shall bear all costs associated with the preparation and submission of the bid. UNMIK/CA will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

B. Solicitation Documents

2. Examination of Solicitation Documents

The bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in the solicitation documents. Failure to comply with these documents will be at the bidder's risk and may affect the evaluation of the bid.

3. Clarification of Solicitation Documents

A prospective bidder requiring any clarification of the solicitation documents may notify UNMIK/CA in writing sent by mail, fax or e-mail.

UNMIK/CA will respond in writing to any request for clarification of the solicitation documents that it receives earlier than one week prior to the deadline for the submission of bids. Written copies of UNMIK/CA's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the solicitation documents.

4. Amendments of Solicitation Documents

At any time, UNMIK/CA may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, amend the solicitation documents.

All prospective bidders that have received the solicitation documents will be notified in writing of all amendments to the solicitation documents.

In order to afford prospective bidders reasonable time in which to take the amendments into account in preparing their offers, UNMIK/CA may, at its discretion, extend the deadline for the submission of bids.

C. Delivery Terms

5. FCA -or- CIP Pristina, Kosovo (Incoterms 2000).

UNMIK/CA may decide to appoint a separate freight forwarder to handle the shipment.

D. Delivery Time

6. Delivery Time should be understood as the time the goods should be available at the location indicated under Delivery Terms. Delay beyond the agreed delivery time will result in liquidated damages as per the General Terms and Conditions.

E. Preparation of Bids

7. Language of the bid

The bids prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and UNMIK/CA /Civil Security and Emergency Preparedness shall be written in the English language.

8. Documents comprising the bid

The bid must comprise the following:

- (a) Bid submission form, duly completed and signed by the bidder
- (b) Itemized prices in German Marks or Euro with clear statement of discrepancies, if any, to given specifications indicating also country of origin of the offered items. Freight costs should be quoted separately. The attached Scope and Price Sheet (Section II) should be used in preparing the price proposal.
- (c) Delivery Time FCA -or- CIP Pristina, Kosovo
- (d) Statement regarding validity of bid.
- (e) Confirmation of acceptance of the General Terms and Conditions (attached) and standard payment terms.
- (f) Statement of conformity of offered items to nationally recognized standards and procedures (adequate certificates of quality)
- (g) Warranty statements.
- (h) Name & address of your local agent, if applicable.
- (i) Technical brochure of each proposed item, if required
- (j) Estimated weight/volume of the consignment.

9. Period of validity of bids

Bids shall remain valid for 30 days after the date of bid submission prescribed by UNMIK/CA, pursuant to the deadline clause. A bid valid for a shorter period may be rejected by UNMIK/CA on the grounds that it is non-responsive.

In exceptional circumstances, UNMIK/CA may solicit the bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A bidder granting the request will not be required nor permitted to modify its bid.

F. Submission of Bids

10. Sealing and marking of bids

The bidder shall seal the bid in an envelope, as detailed below. The outer envelope shall be:

- (a) Addressed as follows:

Gul Dawoodi
Civil Affairs Officer
UNMIK/Civil Administration
Dept.Civil Security and Emergency Preparedness
Government Building
Mother Teresa St.
Pristina, Kosovo

- (b) Marked with KPC/2000/001

11. Late bids

Any bid received by UNMIK/CA after the deadline for submission of bids will be rejected and/or returned unopened to the bidder.

12. Modification and withdrawal of bids

The bidder may withdraw its bid after submission, provided that written notice of the withdrawal is received by UNMIK/CA prior to the deadline for submission.

No bid may be modified subsequent to the deadline for submission of bids.

No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of validity.

G. Opening and Evaluation of Bids

13. Opening of bids

UNMIK/CA will open the bids on 9th November 2000

14. Clarification of Bids

To assist in the examination, evaluation and comparison of bids UNMIK/CA may, at its discretion, ask the bidder for clarification of its bid. The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted.

15. Preliminary examination

UNMIK/CA will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the contractor does not accept the correction of errors, its bid will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

Prior to the detailed evaluation, UNMIK/CA will determine the substantial responsiveness of each bid to the Invitation to Bid (ITB). For purposes of these clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the ITB without material deviations. UNMIK/CA's determination of a bid's responsiveness is based on the contents of the bid itself without recourse to extrinsic evidence.

A bid determined as not substantially responsive will be rejected by UNMIK/CA and may not subsequently be made responsive by the bidder by correction of the non-conformity.

16. Evaluation of bids

The following criteria will be taken into account in the bid evaluation:

- | | |
|---|----------------------|
| (a) Compliance to given specifications | (d) Delivery time |
| (b) Price of equipment CIP Pristina, Kosovo; | (e) Warranty terms |
| (c) Acceptance of UNMIK/CA General Terms and Conditions | (f) Past performance |

H. Award of Contract

17. Award criteria

UNMIK/CA will award the contract to the bidder having submitted the lowest priced and technically evaluated bid. UNMIK/CA reserves the right to accept or reject any bid, and to annul the solicitation process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to provide information on the grounds for its action.

18. UNMIK/CA's right to vary requirements at time of award

Partial bids may not be considered. UNMIK/CA reserves the right at the time of award of contract to vary the quantity of the goods specified in the ITB without any change in price or other terms and conditions.

19. Notification of award

Prior to the expiration of the period of bid validity, UNMIK/CA will notify the successful bidder in writing by letter or by fax or e-mail, to be confirmed in writing by letter, that its bid has been accepted.

The notification of award will constitute the formation of the contract.

20. Signing of the contract

Within 10 days of receipt of the Contract Form the successful bidder shall sign and date the contract and return it to UNMIK/CA.

21. Bid Award Schedule

Bids due:	9 th November 2000
Bid Evaluation (Tentative	13 th November 2000
Contract Notification (Tentative):	20 th November 2000

Section II

Scope and Price Sheet

Required Deep Shoes (BOOTS) for KPC Members as per Scope and Price Sheet placed below.

The Submitter is asked to prepare the price schedule by using the Table shown below.

All prices must be exclusive of all taxes

All prices / rates quoted should be net and include all expenditures involved with the delivery. Discounts, if any have to be incorporated as well.

Item	Description	Size	Quantity	Price (DEM/unit)	Discount (if any)	Total Price
1	Deep Shoes	38	40			
2	Deep Shoes	39	50			
3	Deep Shoes	40	400			
4	Deep Shoes	41	500			
5	Deep Shoes	42	800			
6	Deep Shoes	43	800			
7	Deep Shoes	44	300			
8	Deep Shoes	45	150			
9	Deep Shoes	46	50			
	Total					

General Specification;

1 General

- (a) The boots must provide shock absorption to minimize fatigue and stress induced by the impact of the foot when walking over irregular surfaces for long distances for sustained periods
- (b) The boots must provide a means whereby unevaporated sweat is transported away from the foot with minimal accumulation in the boots or boots lining
- (c) The boots should not restrict the blood circulation to/from and within the foot
- (d) The boots should not weight more than 2.3 kg/pair, with the regular medium size as the representative sample
- (e) The boots should be flexible adequately while providing lateral support to the ankle and the foot while walking for sustained periods
- (f) The boots should have removable inserts and must be provided with the material to enhance support, shock absorption and comfort.

2 Protection against water

- (a) The boots must prevent the foot from becoming wet from exterior water sources when worn for 18 continuous hours per day for 128 cumulative days, i.e. based upon one pair worn an average of four days per week over an eight (8) month period, even in temperature range of -10 degrees C through +20 degrees C

- (b) The boot over its expected minimum service life, must prevent the foot from becoming wet when standing in slush, wet snow or rain for a period of four (4) hours; during and after the rainfall, when walking in tall grass, brush marsh or wooded area for a period of 10 hours; and when crossing streams, puddles, marshes or swamps with the boots submerged in water to a depth of 24 cm for a period of two (2) hours;
- (c) The boot must retain its support characteristics when wet, i. e, not stretch.
- (d) The boots should require minimum maintenance to sustain the overall performance.

3 Thermal Characteristics

- (a) An insulation system must not be integrated into the boots but, instead, will be a function of sock system to be worn in conjunction with boots.
- (b) The boots must be designed for the widest possible temperature range but perform optimally within the temperature range of 10 C to +20 C when worn in conjunction with the combat sock system.
- (c) The boots should provide the same performance down to an ambient temperature of 20 C when worn in conjunction with thermal socks.
- (d) After submersion, when soaked inside and out, the inside of the boot must be perceived to be sufficiently dry and acceptable for wear within 18 hours in ambient atmospheric conditions of +5 C to + 20 C and up to 70% relative humidity. All inserts are removed during the drying period.

4 Fitness

- (a) The boot must be designed to provide the support to minimize pressure points at the insteps, heels and shin.
- (b) The boots should, in conjunction with the sock system, minimize the formation of blisters.

5 Durability

- (a) The minimum service life must be 128 field days when worn four (4) days week over an eight (8) month period and perform under all climatic and terrain conditions within the -10 C to +20 C temperature range.
- (b) The boots must have a sole design that is highly resistant to puncture, abrasion and cuts by flora, fauna, man-made devices and debris.
- (c) The boots should have an upper that is highly resistant to bruising, and cuts by flora and fauna.
- (d) The sole, seams and adhesives should not show any sign of failure or excessive wear over.

Section III
Bid Submission Form

To: UNMIK/Civil Administration
Prishtina, Kosovo

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *Winter Boots* for the sum as may be ascertained in accordance with the Price Schedule attached herewith and made part of this bid.

We undertake, if our bid is accepted, to commence and complete delivery of ordered goods specified in the contract within the time frame stipulated.

We understand that you are not bound to accept any bid you may receive.

Dated this ____ day of _____ 2000.

Signature

In the capacity of

Duly authorized to sign bid for and on behalf of _____

Section IV

General Terms and Conditions

1. Application

Unless otherwise agreed upon between UNMIK/CA (Purchaser) and the Supplier, the following General Terms and Conditions shall apply.

2. Acknowledgment of Purchase Order

Acceptance of a Purchase Order shall form a binding Contract between the Purchaser and the Supplier.

Acceptance shall be done by signing and returning the acknowledgment copy of the Purchase order. The rights and obligations of the parties shall, upon acceptance, be governed exclusively by the terms and conditions of the Purchase order. No additional or inconsistent provisions proposed by the Supplier shall be binding on UNMIK/CA unless agreed to in writing by a duly authorized official of UNMIK/CA.

3. Delivery Time and Terms

Delivery Time shall be understood as the time the goods shall be available at the location indicated under Delivery Terms. The Delivery Terms refer to ICC INCOTERMS 2000.

4. Payment Terms

- (a) UNMIK shall, on fulfillment of the Delivery Terms, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of customary shipping documents or forwarder's certificate of receipt (FCR). Payment will normally be made in the currency specified by the Supplier. UNMIK/CA does not issue Letters of Credit.
- (b) Unless authorized by UNMIK/CA, a separate invoice must be submitted in respect of each Purchase order. Each invoice shall indicate the identification number of the corresponding Purchase Order.
- (c) The prices may not be increased except by express written agreement of UNMIK/CA.

5. Tax Exemption

The price shall reflect tax exception in line with United Nations immunities.

6. Export License

The Supplier must obtain any export license or other governmental authorization required. UNMIK/CA will do everything in its power to assist. In the event of refusal thereof, the purchase order will be annulled and all claims between the parties automatically waived.

7. Inspection

- (a) UNMIK/CA reserves the right to inspect the goods at any time facilitated by the Supplier.
- (b) Inspection prior to shipment does not relieve the Supplier from his contractual obligations.
- (c) The consignee shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to the Purchase order; payment shall not be deemed an acceptance of the goods.

8. Packing

As a minimum, the packing shall be in accordance with the commercial standards of export packing for goods according to the Purchase order. In addition, special care shall be taken to safeguard the goods to withstand rough handling and exposure to extreme and dusty climate conditions in developing countries. Goods, sensitive to moisture shall be packed in moisture proof packages with suitable desiccates. The Supplier is responsible for any damages or loss, which can be shown to have resulted from faulty or inadequate packing. Packing, labeling and other documentation of hazardous materials shall conform to regulations as issued by the International Maritime Organization (IMO) or International Air Transport (IATA) or any regulatory body having jurisdiction in the particular case.

9. Fitness of Goods including Packaging

The Supplier warrants that the goods, including adequate packaging, conform to the specifications and are fit for the purposes for which such goods are ordinarily used and for the purpose expressly made known to the Supplier by UNMIK/CA, and are free from defects in workmanship and materials. This warranty is without prejudice to any further guarantees from the Supplier.

10. Warranty

- (a) If, within 12 months after the goods have been put into service, any defects are discovered or arise in the normal course of usage, the Supplier shall remedy the defect either by replacement or by repair.
- (b) The Supplier warrants that the use by UNMIK/CA of the goods covered by this Purchase order is not an infringement under current law of any patent, copyright, trade name or trademark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold harmless UNMIK/CA and the United Nations from any action or claim brought against UNMIK/CA or the United Nations pertaining to alleged infringement of a patent, design, trade-name or trade-mark arising from this Purchase order.

11. Performance Security

The successful Bidder shall, upon request, be prepared to furnish the Purchaser with Performance Security in the form of a Bank Guarantee by a recognized bank valid for the entire warranty period. The amount of this security shall be 10 % of the Purchase order value, which shall be furnished within 30 days of notification of award. The security will be returned to the Contractor within 14 days of completion of the Purchase order, including any warranty obligations.

12. Liquidated Damages

Delayed delivery beyond the agreed delivery time shall cause payment by the Supplier of liquidated damages in an amount of 0.5 % per week of the value of the Purchase order up to a period of 8 weeks. Thereafter, UNMIK/CA has the right to cancel the Purchase order.

13. Rights of UNMIK/CA

In case of failure by the Supplier to perform under the terms and conditions of the Purchase order but not limited to failure to obtain necessary export licenses or to make delivery of all or part of the goods by the agreed delivery date or dates, UNMIK/CA may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

- (a) Procure all or part of the goods from other source, in which event UNMIK/CA may hold the Supplier responsible for any excess cost necessitated thereby,
- (b) Refuse to accept delivery of all or part of the goods,
- (c) Terminate the Purchase order.

14. Force Majeure

Neither party to the Purchase order shall be held responsible for the delay in fulfillment thereof due to force majeure such as strikes, lockouts, war, civil unrest or other factors outside its control.

15. Assignments and Insolvency

- (a) The Supplier shall not, except after obtaining written consent of UNMIK/CA assign, transfer, pledge or make other disposition of this Purchase order or any part thereof, or any of the Supplier's rights or obligations under this Purchase order.
- (b) Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNMIK/CA may, without prejudice to any other rights or remedies, terminate this Purchase order by giving the Supplier written notice of termination.

16. Arbitration

All disputes arising in connection with the present Purchase order shall be finally settled by the United Nations Commission on International Trade Law (UNCITRAL) Arbitration rules as at present in force. The parties to the Purchase order shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication to any claims.

17. Immunity from Suit

Nothing contained in the Purchase order shall be deemed a waiver, expressed or implied, of any privilege or immunity which UNMIK/CA may enjoy, whether pursuant to the Convention on Privilege and Immunities of the United Nations or any other convention, agreement, law, order or decree of an international or national character or otherwise.

18. Prohibition of Advertising

The Supplier shall not advertise or otherwise make public that the Supplier is furnishing goods or services without specific permission of UNMIK/CA.

The Supplier shall not use the name, emblem or official seal of the UN or UNMIK/CA for any purpose.

19. Shipping and Invoicing Instructions

Special instructions may be given in the Purchase order.

Section V

Special Conditions

1. Place of Delivery

The boots shall be delivered to the KPC Headquarters in Pristina. All boots shall be delivered in the specific quantities required and to the locations specified in Section III.

2. Quality/Warranty

The supplier shall warrant the highest quality standard of the boots delivered. A breach of this warranty shall be regarded as a serious breach of the fundamental trust and result in immediate termination of the Agreement.

3. The responsible officials for reception of the items at the delivery location shall have the right to reject delivery if the goods are not conforming to the required quality criteria

4. The supplier shall accept full responsibility for such rejected items, remove them immediately from the delivery location and replace them by acceptable items at no cost to UNMIK/CA.

5. UNMIK/CA reserves the right to charge the supplier for any loss or damages caused by delivery of items that do meet not correspond to the required quality criteria.

6. Payment Terms

The payment shall be made according to the General Terms and Conditions as per Section IV above. The payment to the supplier shall be effected within max. 30 days after submission of documents, as well as delivery thereof.